

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		RATING		PAGE 1		OF PAGES 38	
2. CONTRACT NO.		3. SOLICITATION NO. DTFANM-12-R-00053		4. THIS IS A: SMALL BUSINESS SET-ASIDE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		5. DATE ISSUED 03/01/2012		6. REQUISITION/PURCHASE NO.. WP-12-01227	
7. ISSUED BY: FEDERAL AVIATION ADMINISTRATION WESTERN LOGISTICS SERVICE AREA ANM-52 ACQUISITION GROUP 1601 LIND AVENUE SW RENTON, WA 98057-3356					8. ADDRESS OFFER TO (If other than Block 7) SEE BLOCK 7				

SOLICITATION

9. Offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in **SEE BLOCK 7** until **4:00 PM** local time **03/28/2012**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL:		A. NAME CLARENCE DAVIS	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (425) 227-2938
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OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A.. NAME AND ADDRESS OF OFFEROR			16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED ALL		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION DATA SEE SCHEDULE	
22. RESERVED		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM 7
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY SEE SCHEDULE			
26. NAME OF CONTRACTING OFFICER (Type or print) CLARENCE DAVIS		27. UNITED STATES OF AMERICA			28. AWARD DATE

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

B001. PRICE/COST: The Architect/Engineer (AE) shall furnish all labor, materials and equipment necessary to design an Intermediate Activity Level (IAL) Airport Traffic Control Tower (ATCT) and an adjacent Administrative Base Building at the Tucson International Airport (TUS) in Tucson, Arizona, in accordance with the schedule, contract clauses and statement of work (SOW).

<u>Contract Line Item</u>	<u>Description</u>	<u>Unit/ Measure</u>	<u>Quantity</u>	<u>Total Price</u>
B001A	Project Planning Documents (PPD)	1 Job	Lump Sum	\$ _____
B001B	35% Design Submittal	1 Job	Lump Sum	\$ _____
B001C	70% Design Submittal	1 Job	Lump Sum	\$ _____
B001D	95% Design Submittal	1 Job	Lump Sum	\$ _____
B001E	100% Design Submittal	1 Job	Lump Sum	\$ _____
B001F	Final Submittal	1 Job	Lump Sum	\$ _____
Total for Design (Aggregate B001A – B001F):				\$ _____

B002. Option 1 – Construction Support Construction Support is an optional offer item that may be utilized for submittal reviews, requests-for-information, change orders, analysis, cost estimates, and converting FAA re-lined drawings during the construction phase of the project. If CLIN B002 Option 1 Construction Support is exercised, the design contract will be modified to include construction support services in accordance with the Scope of Work.

Notice to Offeror: The offeror shall provide a price breakdown to support the above cost proposal. The price breakdown maybe in any format of the offeror's choosing or he may use of the Architect Engineer Cost Breakdown Sheet – Attachment #1, Part III – Section J, List of Attachments. The price breakdown must include all costs related (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, materials, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each CLIN. Failure to comply may result in the rejection of the offer. A single award shall be made. There shall be no split awards. In the event that a CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.

The AE must furnish fully burdened labor rates consistent with the disciplines listed in the table below and compatible with the price breakdown furnished in support of CLIN B001A through B001F above.

Table for Option 1 – Construction Support

No.	DISCIPLINE	Hourly Rates	
		Regular Time	Overtime
1	Principals		
	Project Manager		
2	Senior Architect		
	Mid-Level Architect		
	Associate Architect		
3	Senior Civil Engineer		
	Mid-Level Civil Engineer		
	Associate Civil Engineer		
4	Senior Structural Engineer		
	Mid-Level Structural Engineer		
	Associate Structural Engineer		
5	Senior Mechanical Engineer		
	Mid-Level Mechanical Engineer		
	Associate Mechanical Engineer		
6	Senior Electrical Engineer		
	Mid-Level Electrical Engineer		
	Associate Electrical Engineer		
7	Senior Fire Protection Engineer		
	Mid-Level Fire Protection Engineer		
	Associate Fire Protection Engineer		
8	Senior Electronic Engineer		
	Mid-Level Electronic Engineer		
	Associate Electronic Engineer		
9	Senior Environmental Engineer		

	Mid-Level Environmental Engineer		
	Associate Environmental Engineer		
10	Interior Designer		
11	Senior Cost Estimator		
12	Drafting Manager		
13	Quality Control Manager		
14	LEED Certified Professional		
15	Blast Analysis Engineer		
16	Senior Drafter		
	Mid-Level Drafter		
	Associate Drafter		
17	Administrative Assistant		
18	Other (Describe)		

Offerors are cautioned that for the purpose of this contract, engineering disciplines are considered professional and pursuant to Section 13(a)(1) of the Fair Labor Standards Act as defined by Regulations 29 CFR Part 541, are exempt from minimum wage and overtime pay.

The rates that you provided above will be adjusted annually to account for increases in employment costs over-the-year. The adjustment will be made using the Bureau of Labor Statistics (BLS) Employment Cost Index (ECI). For this contract, the index that will be used is found in Table 5, Employment Cost Index for total compensation, for private industry workers, by occupational group and industry, classified as: Professional, scientific, and technical services. For reference, the index for December 2011 was 119.8. The base index for this contract will be established at contract award and anticipated to be either September 2012 or December 2012. The loaded hourly rates stated in the table will be adjusted with each BLS ECI for either September or December. The first rate adjustment will be assessed when the September 2012 index is released. Overhead and profit will remain as stated in the Architect Engineer Cost Breakdown Sheet – Attachment #1, Part III – Section J, List of Attachments.

PART I - SECTION C
SCOPE OF WORK

C001. See Part III – Section J, List of Attachments.

PART I - SECTION D
PACKAGING AND MARKING

D001. Unless otherwise specified, standard commercial packaging and marking shall be used where applicable.

PART I - SECTION E
INSPECTION AND ACCEPTANCE

This Section Not Used.

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

3.3.1-8 Extras (May 1997)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

(End of clause)

3.2.2.3-71 Commencement, Prosecution, and Completion of Work (July 2004)

The Contractor (you) must (a) begin work under this contract upon the date the Contractor receives the notice, (b) perform the work diligently, and (c) complete the entire work ready for use not later than 290 calendar days. The time allowed for completion includes the time for review of deliverables at each of the review stage.

(End of clause)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.10.1-22 Contracting Officers Technical Representative (January 2008)

G001. Invoice Submission

a. For each payment request, the AE must provide written certification that the design process is on schedule, and that all submittals due by the time of subject payment request haven submitted. The Contracting Officer and/or Project Engineer reserve the right to request actual time card submittals. The FAA will not authorize payment to the AE without certification that the design schedule is current. As judged by the progress of the AE's design work, the FAA reserves the right to withhold an amount, as determined by the Contracting officer and FAA Project Engineer, on each payment application.

An example certification might read, "I [NAME], [TITLE], certify that design schedule is current and on schedule and that all submittals due today, [DATE], have been submitted and accepted."

b. The AE shall submit certified request for payments to the attention of Clarence Davis, Contracting Officer at the following address:

DOT – Federal Aviation Administration
Western Logistics Service Area, ANM-52
1601 Lind Avenue S.W.
Renton, WA 98057-3356

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.8.2-17 Key Personnel and Facilities (May 1997)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

- Project Manager*
- Senior Architect*
- Senior Civil Engineer*
- Senior Structural Engineer*
- Senior Mechanical Engineer*
- Senior Electrical Engineer*
- Senior Fire Protection Engineer
- Senior Electronic Engineer
- Senior Environmental Engineer
- Interior Designer
- Senior Cost Estimator
- Drafting Manager
- Quality Control Manager*
- LEED Certified Professional*
- Blast Analysis Engineer

Positions marked with an “” shall be in-house and not subcontractors.

(End of clause)

H001. Applicable Minimum Hourly Rates of Wages

The Services Contract Act of 1965, as Amended (April 1996) is applicable to this contract and Wage Determination No: 2005 – 2564, Revision No: 14, Date of Revision: 06/13/2011 is incorporated.

H002. Maximum and Minimum Quantities for CLIN B002

There is no minimum quantity to be ordered by the FAA for CLIN B002.

PART II - SECTION I

CONTRACT CLAUSES

3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.1.7-5	Disclosure of Conflict of Interest (February 2009)
3.1.8-2	Price or Fee Adjustment for Illegal or Improper Activity (September 2000)
3.2.2.3-8	Audit and Records (July 2010)
3.2.2.3-25	Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (July 2004)
3.2.2.3-27	Subcontractor Cost or Pricing Data (July 2004)
3.2.2.3-33	Order of Precedence (July 2004)
3.2.2.3-36	Reversing or Adjusting Plans for Postretirement Benefits Other Than Pension (PRB) (July 2004)
3.2.2.3-40	Pre-contract Costs (July 2004)
3.2.2.3-61	Responsibility of the Architect-Engineer Contractor (July 2004)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 2010)
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-3	Payment under Fixed-Price Architect-Engineer Contract (April 1996)
3.3.1-8	Extras (April 1996)
3.3.1-13	Limitation of Cost (Facilities) (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-18	Prompt Payment for Fixed-Price Architect-Engineer Contracts (September 2009)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-12	Insurance (July 1996)
3.4.1-13	Errors and Omissions (April 1996)
3.4.2-7	Federal, State, and Local Taxes - Fixed-Price, Noncompetitive Contract (April 1996)
3.5-1	Authorization and Consent (April 1996)
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement (April 1996)
3.6.2-2	Convict Labor (April 1996)
3.6.2-12	Equal Opportunity (August 1998)
3.6.2-13	Affirmative Action for Workers with Disabilities (October 2010)
3.6.2-28	Service Contract Act of 1965, as Amended (October 2010)

3.6.2-31	Fair Labor Standards Act and Service Contract Act-Price Adjustment (April 1996)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.3-11	Toxic Chemical Release Reporting (April 2008)
3.6.3-16	Drug Free Workplace (March 2009)
3.6.3-17	Efficiency in Energy-Using Products (April 2008)
3.6.4-10	Restrictions on Certain Foreign Purchases (January 2010)
3.8.2-9	Site Visit (April 1996)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-8	Suspension of Work (September 1998)
3.10.1-12	Changes - Fixed-Price (April 1996)
3.10.1-12 Alternate III	Changes - Fixed-Price (April 1996)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-4	Default (Fixed-Price Supply and Service) (October 1996)
3.13-3	Printing/Copying Double-sided on Recycled Paper (April 1996)
3.13-5	Seat Belt Use by Contractor Employees (October 2001)
3.13-13	Contractor Policy to Ban Text Messaging While Driving (January 2011)
3.14-3	Foreign Nationals as Contractor Employees (April 2008)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (March 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment,

that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class Monetary Wage-Fringe Benefits

(End of clause)

3.9.1-1 Contract Disputes (October 2011)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal

business hours are from 8:30am to 5:00 pm Eastern Time.

(c) Contract disputes are to be in writing and shall contain:

- (1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- (2) The contract number and the name of the Contracting Officer;
- (3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- (4) All information establishing that the contract dispute was timely filed;
- (5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and
- (6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave, S.W., Room 323
Washington, DC 20591

Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in

accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of clause)

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-

work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

PART III - SECTION J
LIST OF ATTACHMENTS

1. Scope of Work – Architectural/Engineering and Final Design
2. Terminal Facilities Standard Designs A/E Project Manual
3. U.S. Department of Labor Wage Determination No: 2005-2564, Revision No: 14, Date of Revision: 06/13/2011
4. Architect-Engineering Cost Breakdown Sheet
5. Business Declaration Form

Architect – Engineering Cost Breakdown Sheet

I	No.	DISCIPLINE	No. of Hours	Rate Per Hour	Total
	1	Principals			
		Project Manager			
		Consultants (Identify if Partner)			
	2	Senior Architect			
		Mid-Level Architect			
		Associate Architect			
	3	Senior Civil Engineer			
		Mid-Level Civil Engineer			
		Associate Civil Engineer			
	4	Senior Structural Engineer			
		Mid-Level Structural Engineer			
		Associate Structural Engineer			
	5	Senior Mechanical Engineer			
		Mid-Level Mechanical Engineer			
		Associate Mechanical Engineer			
	6	Senior Electrical Engineer			
		Mid-Level Electrical Engineer			
		Associate Electrical Engineer			
	7	Senior Fire Protection Engineer			
		Mid-Level Fire Protection Engineer			
		Associate Fire Protection Engineer			
	8	Senior Electronic Engineer			
		Mid-Level Electronic Engineer			
		Associate Electronic Engineer			
	9	Senior Environmental Engineer			
		Mid-Level Environmental Engineer			
		Associate Environmental Engineer			

	10	Interior Designer			
	11	Senior Cost Estimator			
	12	Drafting Manager			
	13	Quality Control Manager			
	14	LEED Certified Professional			
	15	Blast Analysis Engineer			
	16	Senior Drafter			
		Mid-Level Drafter			
		Associate Drafter			
	17	Administrative Assistant (Not included in G&A Costs)			
	18	Other (Describe)			
Total Section I					

II	CONTRACTOR IN-HOUSE REPRODUCTION COSTS (Estimate for Construction Support)		
III	MATERIALS AND SUPPLIES (Not Included in G&A Costs)		

[illegible]

VI		REIMBURSABLE ITEMS	
	1	Topographical Surveys	
	2	Soil Borings	
	3	Chemical, Mechanical, Etc., Surveys	
	4	Preparation of Technical Manuals	
	5	Making Technical Studies/Investigations	
	6	Travel, Per Diem - Travel costs will be reimbursed at per diem rates set by GSA in effect at time of on-site services.	
	7	Long Distance Telephone Costs	
	8	Reproduction Costs (Where Subcontracted)	
Total of Section VI			
VII		PROPOSAL (TOTAL OF SECTIONS V AND VI)	

INSTRUCTIONS

1. Direct costs will be considered to include the following and should be inserted in Section I or VI as applicable:

a. Salaries for regular time, and overtime to architects, consultants, engineers, and draftsmen, and including partners' time, who are directly engaged on the architectural, engineering, estimating, scheduling, or other technical services to be rendered under the contract. In case the full time of any such employee is not devoted to the work to be performed under the contract, such salary costs shall be included only for the actual time applied thereto on the basis of time records kept by each employee. The rate of compensation for principals or partners of a firm performing services in the office of this nature will ordinarily be commensurate with what it would cost to employ another qualified person to do such work. When a firm is selected on the basis of the availability of a partner for specialized technical services, compensation for his services shall be included at reasonable consultant rates; allowance being made for such overhead as normally may be included in such rates.

b. Travel and living expense (*per diem*) in accordance with governmental regulations for those employees traveling in connection with the performance of services required by the contract.

c. Long distance telephone, telegraph and cable expenses incurred in connection with performance of architectural, engineering, or other technical service required in connection with contract. Reproduction costs including blueprints, black and white prints, ozalid prints, reproducible prints, photographs, photostats, negative, and express charges.

d. Commercial printing, binding and art work, models, load tests, soundings, site exploration, including test borings, surveys, employment of consultants, patent investigations, laboratory charges.

2. Overhead on direct labor will be considered to include:

a. Taxes or payments on direct labor charges required by law under Federal and State Social Security Acts or by any state or local Unemployment Compensation law.

b. Bona fide pension, retirement, group health, accident and life insurance plans, and incentive payment plans in operation as an established policy of the firm.

c. Vacation, holiday and severance pay, sick leave, and military leave in conformance with an operating established policy of the firm, or as may be provided for in the contract.

3. General and administrative overhead costs are those which generally cannot be economically and effectively allocated to the work although essential to the performance thereof and will include:

a. Over-all supervision of all technical work.

b. All clerical and stenographic work, except that charged to direct labor, filing and mailing , accounting related to the type of work.

c. Drafting room supplies, depreciation of drafting room furniture and equipment, office supplies, local telephone calls, rental of office space, and utilities.

d. Salaries of executives and partners (*at appropriate rates, in general commensurate with what it would cost to employ another qualified person to do such work*) for the time devoted to general supervision.

e. At the discretion of the contracting officer, such nonallocable time of draftsmen, designers, engineers, architects, as could not under efficient administration be directly and profitably employed on specific projects, as reflected by one-to three-year records.

f. Nonallowable costs include:

(1) Commissions and bonuses (*under whatever name*) in connection with obtaining or negotiating for Government contracts.

(2) Contingency reserves.

(3) Contributions and donations.

(4) Dividend payments.

(5) Entertainment.

(6) Interest on borrowings.

(7) Taxes, fees, or charges imposed upon, by reason of, or measured by the firm's fee.

4. Profit hereinafter allowed in considered to be that pertaining to the business operations which must absorb the Nonallowable costs enumerated in paragraph 3f, which are the interest of promoting further business or continuing as a business. All allowance for professional services are considered to have been included either in direct costs or in overhead costs.

5. The allowable percentage for overhead on direct labor to be applied to the estimated direct salary costs for the particular project will be the ratio for the firm under consideration of all overhead costs on direct labor to the total direct salary costs, excluding overtime premium, all as defined hereinbefore, for the period chose, preferably the average for three periods of one year each. This ratio may be modified at the discretion of the contracting officer to reflect conditions that are likely to prevail during the life of the contract.

6. The allowable percentage for general and administrative overhead to be applied to the estimated direct salary costs for the particular contract will be the ratio for the firm under consideration of all general and administrative costs to the total direct salary costs, excluding overtime premium, all as defined hereinbefore, for the period chosen, preferable the average for three periods of one year each. This ratio may be modified at the discretion of the contracting officer to reflect conditions that are likely to prevail during the life of the contract. *(Direct labor and direct salary have the same meaning for the purposes of this form)*

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

_____.
(country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer: Name: _____ Title: _____ Phone number: _____

(End of provision)

3.2.2.3-23 Place of Performance (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND

THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (January 2012)

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

(End of provision)

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

- 3.2.2.3-1 False Statements in Offers (July 2004)**
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13 Submission of Information/Documentation/Offers (July 2004)**
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17 Preparing Offers (July 2004)**
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (March 2009)**
- 3.2.2.3-19 Contract Award (July 2004)**
- 3.2.4-1 Type of Contract (April 1996)**
- 3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)**

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means by fax at (425) 227-1055 or e-mail at clarence.davis@faa.gov. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to see paragraph a, above.

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.9.1-3 Protest (October 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

- (a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- (b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.
- (c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
- (d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.
- (e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:
 - (1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.
 - (2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.
 - (3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:
 - (i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
 - (ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.
- (f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

L001. Submission of Offer

To be considered for this procurement, the AE must submit a proposal that meets the criteria outlined herein and the attached Scope of Work (SOW). All proposals will be verified to ascertain if all documentations has been submitted in the proper format. Offerors are cautioned that missing or incomplete information will render their proposal unacceptable thus removing the offeror from further consideration.

1. An Offeror shall submit an offer which includes the following:
 - a. Cover letter stating that no exceptions are taken to any specification requirements or contract terms and conditions, or a detailed summary of all exceptions taken.
 - b. Signed Solicitation, Offer and Award Form
 - c. PART I – SECTION B, Price Schedule and Loaded Hourly Rates Table also see Architect-Engineer Cost Breakdown Sheet in Part III – Section J
 - d. PART IV – SECTION K, Representations, Certifications, and Other Statements
 - e. PART III – SECTION J, Business Declaration Form
 - f. PART IV – SECTION M, Proposal – Required to address specific qualifications related to this project, including Past Performance Questionnaire.
2. Provide six proposals. One Original with pricing, four copies excluding pricing and one copy on compact disc excluding pricing.

L002. Solicitation Questions

If you need a clarification or interpretation of anything in this solicitation, you must submit your request in writing. Any such request must be submitted at least seven (7) days prior to the proposal due date. Submit your request to the attention of Clarence Davis, Contracting Officer at the address below:

Federal Aviation Administration
Western Logistic Service Area
Acquisition Group – AAQ-530
1601 Lind Avenue SW
Renton, WA 98057-3356

L003. Submission Date and Place

The due date for receipt of proposal is, **March 28, 2012 at 4:00 PM, Pacific Time**. Offeror wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall mark their request to the attention of **Clarence Davis** at the following address:

Federal Aviation Administration
Western Logistic Service Area
Acquisition Group – AAQ-530
1601 Lind Avenue SW
Renton, WA 98057

Hand Carried Offers, Modifications and Withdrawals of offers by other types of express mail services (Commercial Carriers, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) shall hand deliver to:

Federal Aviation Administration
Western Logistic Service Area
Acquisition Group – AAQ-530
1601 Lind Avenue SW
Renton, WA 98057

(End of Provision)

L004. Late Offers/Proposals will be processed in accordance with the provision entitled Late Submission, Modification, and Withdrawal of proposals, AMS 3.2.2.3-14.

Notice to Offerors: Offerors are cautioned that when hand – carrying offers/proposals to the Customer Service Center, those individuals not affiliated with the Federal Aviation Administration must obtain visitor's passes and be escorted prior to entrance. The main entrance to the Seattle Consolidated Office Building has been designated as the "Visitor Control Point" and Offerors proposing to hand carry offers/proposals should allow sufficient time to obtain visitor's passes in order that they may arrive at the Customer Service Center prior to the time established for receipt of offers/proposals.

PART IV - SECTION M

EVALUATION FACTORS FOR AWARD

M001. Evaluation Factors for Award

The Government will make award to the responsible Offeror whose offer conforms to the solicitation terms and conditions, and represents the best value to the Government. The Government reserves the right to award on initial proposals without discussion or to conduct one on one discussion with one or more Offerors to clarify issues relating to scope, pricing and past performance or responsibility. The Government will award the contract to the “best value” offer.

M002. Evaluation Criteria

Prospective offerors are required to submit technical proposal as discussed herein. Proposal will be technically evaluated on the basis of the following criteria:

1. Key Personnel
2. FAA Experience
3. Company History
4. Similar Experience
5. Schedule
6. Subcontracted Work
7. Quality Control
8. Past Performance Survey Questionnaire (PPSQ)

M003. Proposal Content

A prospective offeror will submit a complete technical proposal, which will encompass, but is not limited to the content set forth herein. All technical proposals areas will be address. A negative response is required in the event of no experience for a particular area, or for any item that not applicable. Any omission or partial and vague responses may lead to the rejection of the offerors proposal with discussion with the offeror. The government reserves the right to use and evaluate any and all available information pertinent to any offeror and its subcontractors, in addition to the data incorporated in the submitted technical proposal, and which may be related to performance periods beyond the last three (3) years.

Proposals shall not exceed 50 single-sided pages. Each page shall have a minimum of one inch margins on all four sides, and may be single-spaced or double-spaced at the discretion of the A/E firm. Spacing can be intermixed to achieve maximum readability. Each proposal shall utilize a size 12 Arial font. All pages shall be standard 8½ by 11-inch sheets, and shall be electronically submitted in an Acrobat pdf file, CD, thumb drive, or less than 5 MB email. The proposal shall have a cover page/title sheet that identifies the company name. Also, each proposal shall have a table of contents. Neither the cover/title page nor the table of contents will count against the maximum number of pages. Each page after the table of contents shall have a page number. Any proposal that does not comply with these requirements will be excluded from evaluation.

Each proposal must address each of the evaluation factors below. Of the evaluation factors below, the Design Team Members and Key Personnel and FAA Experience and Performance are the most important, Company History and Similar Experience and Performance, and Schedule are important, and Subcontracted Work and Quality Control Plan are less important.

Design Team Members and Key Personnel - Identify the design team members (by name and title) that will hold key positions under this contract. Include resumes for all design team members and key personnel. Positions marked with an “*” shall be in-house and not subcontractors. As a minimum, each proposal shall include information for the following positions.

- Project Manager*
- Senior Architect*
- Senior Civil Engineer*
- Senior Structural Engineer*
- Senior Mechanical Engineer*
- Senior Electrical Engineer*
- Senior Fire Protection Engineer
- Senior Electronics Engineer
- Senior Environmental Engineer
- Interior Designer
- Senior Cost Estimator
- Drafting Manager
- Quality Control Manager*
- LEED Certified Professional*
- Blast Analysis Engineer

Submitted information should address at least the following for each member: Education, Certification and or Credentials, Years of Experience, and Projection Completed.

If the successful A/E firm intends to substitute design team members in key positions at any time or for any reason, they shall immediately notify the contracting officer. The AE shall submit a resume and qualifications of the substitute candidate for review by the FAA. If the FAA deems the substitute to be unacceptable, the A/E must submit a resume and qualifications for another candidate until a suitable replacement is approved.

FAA Experience and Performance – List all ATCT experience completed by the company in the past five years, as well as all current on-going projects. Include the project name, location, a brief description of the scope, and the construction cost. This experience must include a project that has been awarded to the A/E firm. Projects that were bid but not awarded can be included but completed design contracts are required. Projects bid but not awarded shall include a customer written narrative on why the project was not awarded. Provide the names of design team members and key personnel that held, or are holding, positions for the projects listed. Also, provide information for subcontracted work if applicable, including the name of the company, the service and/or discipline(s) provided, and the names of key personnel/design team members. Include the names and telephone numbers of references for each project that can be contacted to validate the AE’s information and performance.

Company History – Each A/E shall include a brief company history. It shall be no more than one page, and shall include pertinent information such as how long the company has been in business, number of offices it has and where they are located, total number of employees, range of job categories/disciplines within the company, the type and size of typical projects and where they are located, and other information the A/E firm deems relevant.

Similar Experience and Performance – List any experience for projects of similar scope and magnitude completed within the past five years. Include the project name, location, a brief description the scope, and the construction cost. Include pertinent project dates such as contract award and design completion. If construction award dates and construction completion dates are available include those as well. Cost estimate total and construction award amount are also helpful in determining the quality of estimates the AE has a history of providing. Provide the names of design team members and key personnel that held, or are holding, positions for the projects listed. Also, provide information for subcontracted work if applicable,

including the name of the company, the service and/or discipline(s) provided, and the names of key personnel/design team members. Include the names and telephone numbers of references for each project that can be contacted to validate the A/E's information and performance.

Schedule - Show major activities (milestones) including, as a minimum, Notice-To-Proceed (NTP), kickoff meeting, required submittals, FAA review periods (30 days for each review cycle), and final deliverables. For comparison purposes, each A/E shall assume an NTP date of April 2, 2012.

Subcontracted Work: Subcontracting portions (Senior Fire Protection Engineer, Senior Electronics Engineer, Senior Environmental Engineer, Interior Designer, Senior Cost Estimator, and Drafting Manager) of the work is allowed; however it should be noted that FAA may view excessive subcontracting as higher risk. If portions of the work will be subcontracted, the A/E shall clearly identify the number of subcontractors it intends to use, the work that will be subcontracted, and the name of the company providing the different discipline(s)/services. Include pertinent data for each subcontractor such as a brief company history, and resumes for the subcontractor's designers and/or key personnel.

Quality Control Plan – Briefly describe the company's quality control (QC) plan and how it will be implemented on this project. If subcontracting portions of the work, the A/E shall address if/how the subcontractors will be expected to comply with the QC plan. The QC plan description and discussion shall not exceed two pages.

M004. Consideration of Price

The offeror shall submit pricing information as prescribed in Part I – Section B of the Request for Offer. The technical proposal elements are significantly more important than price. Therefore award may be made on other than the lowest priced offeror.

M005. Contract Award

- (a) The Government may award a contract based upon the RFP, at the discretion of the source selection official and subject to the availability of funds, to the responsible offeror whose submittal conforms to the requirements and terms and conditions, and is considered to be lowest price, technically acceptable proposal.
- (b) The Government may (1) reject any or all submittals if such action is in the public interest, (2) accept other than the lowest cost/price submittal, and (3) waive informalities and minor irregularities in offers received.
- (c) The Government intends to evaluate submittals and award a contract, either on initial submittals without communications, or on initial or subsequent submittals with communications. In evaluating the submittals, the Government may conduct written or oral communication any and/or all offerors, and may down select the firms participating in the competition to only those offerors most likely to receive award. A submittal in response to an RFO should contain the Offeror's best terms from a cost or price and technical standpoint.
- (d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are communications after its receipt, unless a written notice or withdrawal is received before award. Communications conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
- (e) The Government may determine (if applicable) that an offer is unacceptable if the prices proposed are materially unbalanced between line items and subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to

cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer.

(f) The Government may disclose the following information in post-award debriefings to other offerors: (1) the source selection official's decision; (2) the Offeror's evaluated standings relative to the successful offeror(s); and (3) a summary of the evaluation findings relating to the offeror.

(End of Provision)